

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL CIRCUIT  
ST. CLAIR COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS, )  
ex rel. LISA MADIGAN, Attorney )  
General of the State of Illinois, )

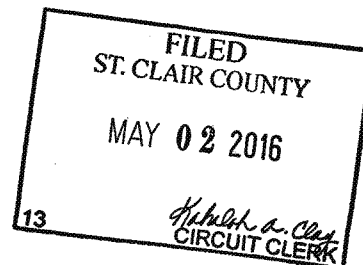
Plaintiff, )

v. )

NO. 16-CH-235

VILLAGE OF CAHOKIA, an Illinois )  
municipal corporation, )

Defendant. )



CONSENT ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency ("Illinois EPA"), and Defendant, VILLAGE OF CAHOKIA, ("Parties to the Consent Order") have agreed to the making of this Consent Order and submit it to this Court for approval.

**I. INTRODUCTION**

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court's entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.* (2014), and the Illinois Pollution Control Board ("Board") Regulations alleged in the Complaint except as otherwise provided herein. It is the intent of the parties to this Consent Order that it be a final judgment on the merits of this matter.

**A. Parties**

1. A Complaint was filed simultaneously with this Consent Order on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her

own motion and upon the request of the Illinois EPA, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2014), against the Defendant.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2014).

3. At all times relevant to the Complaint, the Defendant was an Illinois municipality located within the boundaries of the County of St. Clair and was and is the owner and operator of the Village of Cahokia's sewage works. The Village of Cahokia's sewage works incorporates a system of constructed sewers, including sanitary sewers, which collect and transport sewage and wastewater to the American Bottoms Treatment Plant located in Sauget, Illinois.

**B. Allegations of Non-Compliance**

Plaintiff contends that the Defendant has violated the following provisions of the Act and Board Regulations:

- Count I: Sections 12(a) and (d) of the Act, 415 ILCS 5/12(a), (d) (2014);
- Count II: Sections 12(a) of the Act, 415 ILCS 5/12(a) (2014) and Sections 306.102(a) and (b) of the Board's regulations, 35 Ill. Adm. Code 306.102(a), (b);
- Count III: Sections 12(a) of the Act, 415 ILCS 5/12(a) (2014) and Section 306.304 of the Board's regulations, 35 Ill. Adm. Code 306.304.

**C. Admission of Violations**

The Defendant admits to the violations alleged in the Complaint filed in this matter and referenced above.

**D. Compliance Activities to Date**

1. As of January 12, 2015, the Defendant has completed the following repairs and replacements on the Village of Cahokia sewer system:

NO.	LOCATION	SCOPE OF WORK	NOTES
1	Ex. 6 Personal Privacy (PP)	Replaced 40' of 8" Pipe	Contracted
2		Replaced 40' of 8" Pipe	Contracted
3		Replaced 40' of 8" Pipe	Contracted
4		Replaced 30' of 8" Pipe	Contracted
5		Replaced 30' of 8" Pipe	Contracted
6		Replaced 30' of 8" Pipe	Contracted
7		Replaced 20' of 8" Pipe & 1 Manhole	Contracted
8		Replaced 20' of 18" Pipe & 1 Manhole	Contracted
9		Rehabilitated 1 Manhole	Contracted
10		Replaced 30' of 8" Pipe	Contracted
11		Replaced 30' of 8" Pipe	Contracted
12		Replaced 20' of 8" Pipe	Contracted
13		Replaced 60' of 8" Pipe	Contracted
14		Replaced 40' of 12" Pipe	Contracted
15		Replaced 40' of 18" Pipe & 3 Manholes	Contracted
16		Replaced 60' of 8" Pipe	Contracted
17		Replaced 290' of 8" Pipe & 1 Manhole	Contracted
18		Replaced 120' of 8" Pipe	Contracted
19		Replaced 84' of 12" Pipe	Contracted
20		Rehabilitated/Upgraded Pump Station	Contracted
21		Replaced 35' of 8" Pipe	Contracted
22		Replaced 14' of 8" Pipe	Contracted
23		Replaced 20' of 8" Pipe	Water & Sewer Department
24		Installed 40' of CIPP Lining	Contracted

25		Rehabilitated 1 Manhole	Water & Sewer Department
26		Repaired Lateral Connection to Main Sewer	Water & Sewer Department
27		Repaired 14' of 8" Pipe	Water & Sewer Department
28		Rehabilitated Pump Station	Water & Sewer Department
29		Replaced 40' of 8" Pipe	Water & Sewer Department
30		Replaced 32' of 8" Pipe	Contracted
31		Repaired Lateral Connection to Main Sewer	Water & Sewer Department
32		Replaced 20' of 8" Pipe	Water & Sewer Department
33		Replaced 41' of 8" Pipe	Water & Sewer Department
34		Replaced 20' of 8" Pipe	Water & Sewer Department
35		Replaced 20' of 8" Pipe	Water & Sewer Department
36	Ex. 6 Personal Privacy (PP)	Cleaned 400' of 18" Pipe	Contracted
37		Replaced 20' of 8" Pipe & Installed 295' of CIPP Liner	Contracted
38		Replaced 62' of 15" Pipe, 28' of 8" Pipe & 1 Manhole, and Cleaned Pump Station	Contracted
39		Replaced 28' of 15" Pipe, 14' of 8" Pipe & 1 Manhole	Contracted
40		Replaced 20' of 8" Pipe	Water & Sewer Department
41		Replaced 242' of 18" Pipe	Contracted
42		Replaced 40' of 8" Pipe	Water & Sewer Department
43		Rehabilitated/Upgraded Pump Station	Pump Vendor
44		Replaced 193' of 8" Pipe (8'-10' Deep, with Temporary Bypass)	Contracted
45		Replaced 40' of 12" Pipe & 1 Manhole (11'-13' Deep)	Contracted
46		Replaced 440' of 8" Pipe & 2 Manholes (5'-7' Deep, with Temporary Bypass)	Contracted

47	Ex. 6 Personal Privacy (PP)	Replaced 160' of 8" Pipe & 2 Manholes (9'-10' Deep, with Temporary Bypass)	Contracted
48		Replaced 250' of 8" Pipe (8'-10' Deep, with Temporary Bypass)	Contracted
49		Replaced 250' of 8" Pipe & 1 Manhole (9'-12' Deep, with Temporary Bypass)	Contracted
50		Replaced 560' of 8" Pipe (7'-12' Deep, with Temporary Bypass)	Contracted
51		Replaced 315' of 8" Pipe (11'-12' Deep, with Temporary Bypass)	Contracted
52		Replaced 20' of 8" Pipe (10'-12' Deep, with Temporary Bypass)	Contracted
53		Replace 40' of 8" Pipe & 1 Manhole (9'-12' Deep, with Temp. Bypass)	Contracted
54		Replace 40' of 8" Pipe (14'-15' Deep)	Contracted

2. On July 15, 2014, the IEPA approved Defendant's Capacity, Management, Operation, and Maintenance (CMOM) Program.

## II. APPLICABILITY

This Consent Order shall apply to and be binding upon the Parties to the Consent Order. The Defendant waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order. This Consent Order may be used against the Defendant in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2014).

The Defendant shall notify each contractor to be retained to perform work required in this Consent Order of each of the requirements of this Consent Order relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and

shall provide a copy of this Consent Order to each contractor already retained no later than thirty (30) calendar days after the date of entry of this Consent Order. In addition, the Defendant shall provide copies of all schedules for implementation of the provisions of this Consent Order to the prime vendor(s) supplying the control technology systems and other equipment required by this Consent Order.

No change in ownership, corporate status or operator of the facility shall in any way alter the responsibilities of the Defendant under this Consent Order. In the event that the Defendant proposes to sell or transfer any real property or operations subject to this Consent Order, the Defendant shall notify the Plaintiff thirty (30) calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the facility or a portion thereof. The Defendant shall make as a condition of any such sale or transfer that the purchaser or successor provide to Defendant site access and all cooperation necessary for Defendant to perform to completion any compliance obligation(s) required by this Consent Order. The Defendant shall provide a copy of this Consent Order to any such successor in interest and the Defendant shall continue to be bound by and remain liable for performance of all obligations under this Consent Order. In appropriate circumstances, however, the Defendant and a proposed purchaser or operator of the facility may jointly request, and the Plaintiff, in its discretion, may consider modification of this Consent Order to obligate the proposed purchaser or operator to carry out future requirements of this Consent Order in place of, or in addition to, the Defendant. This provision does not relieve the Defendant from compliance with any regulatory requirement regarding notice and transfer of applicable facility permits.

### **III. JUDGMENT ORDER**

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

#### **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

##### **A. Penalty**

The Defendant shall pay a civil penalty of Twenty Thousand Dollars (\$ 20,000). Payment shall be tendered at time of entry of the Consent Order.

##### **B. Interest and Default**

1. If the Defendant fails to make any payment required by this Consent Order on or before the date upon which the payment is due, the Defendant shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, the Plaintiff shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

2. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by the Defendant not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

##### **C. Payment Procedures**

All payments required by this Consent Order shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund

("EPTF"). Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency  
Fiscal Services  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

The name, case number and the Defendant's federal tax identification number shall appear on the face of the certified check or money order. A copy of the certified check or money order and any transmittal letter shall be sent to:

Raymond J. Callery  
Assistant Attorney General  
Environmental Bureau  
Illinois Attorney General's Office  
500 South Second Street  
Springfield, Illinois 62706

**D. Future Compliance**

1. The Defendant shall cease and desist from future violations of the Act that were the subject matter of the Complaint as outlined in Section I.B of this Consent Order.

2. The Defendant shall comply with the Capacity, Management, Operation and Maintenance (CMOM) Program for the Village of Cahokia as submitted to the Illinois Attorney General's Office and the Illinois EPA on July 15, 2014, including all activities and reporting requirements.

3. The Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, shall have the right of entry into and upon the Defendant's facility which is the subject of this Consent Order, at all reasonable times for the purposes of conducting inspections and evaluating compliance status. In conducting such inspections, the Illinois EPA, its



employees and representatives, and the Attorney General, her employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

4. This Consent Order in no way affects the responsibilities of the Defendant to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

**E. Enforcement and Modification of Consent Order**

1. This Consent Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes of interpreting and enforcing the terms and conditions of this Consent Order. The Defendant agrees that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the designated representatives. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

**F. Notice and Submittals**

The submittal of any notice, reports, or other documents required under this Consent Order shall be delivered to the following designated representatives:

As to the Plaintiff

Raymond J. Callery  
Assistant Attorney General  
Environmental Bureau  
500 South Second Street  
Springfield, Illinois 62706

Joey Logan-Pugh  
Division of Legal Counsel  
Illinois EPA  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

As to the Defendant

Mayor Curtis McCall  
Cahokia City Hall  
103 Main Street  
Cahokia, Illinois 62206

Robert J. Sprague  
Attorney at Law  
26 East Washington Street  
Belleville, Illinois 62220

**G. Release from Liability**

In consideration of the Defendant's commitment to cease and desist as contained in Section III.D. above and completion of all activities required hereunder, the Plaintiff releases, waives, and discharges the Defendant from any further liability or penalties for the violations of the Act and Board Regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Plaintiff's Complaint filed in this case. The Plaintiff reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against the Defendant with respect to all other matters, including but not

limited to the following:

- a. criminal liability;
- b. liability for future violations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. the Defendant's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315 (2014), other than the Defendant.

**H. Execution and Entry of Consent Order**

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.


AGREED:

FOR THE PLAINTIFF:

PEOPLE OF THE STATE OF ILLINOIS  
*ex rel.* LISA MADIGAN,  
Attorney General of the  
State of Illinois

MATTHEW J. DUNN, Chief  
Environmental Enforcement/  
Asbestos Litigation Division

BY:

  
ANDREW B. ARMSTRONG, Chief  
Environmental Bureau  
Assistant Attorney General

DATE:

03/31/2016

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

LISA BONNETT, Director  
Illinois Environmental Protection Agency

BY:

  
JOHN J. KIM  
Chief Legal Counsel

DATE:

3/29/16

FOR THE DEFENDANT:

VILLAGE OF CAHOKIA

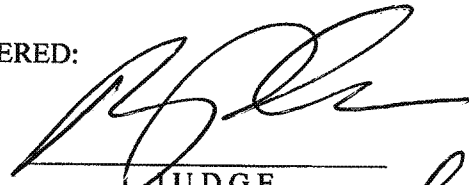
BY:

  
MAYOR, VILLAGE  
OF CAHOKIA

DATE:

2-17-16

ENTERED:

  
JUDGE  
LeChen

DATE:

May 2, 2016